



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti

Mayor, City of Los Angeles

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Edward R. Renwick

Eugene D. Seroka

Executive Director

September 22, 2016

Lorana Parker
San Pedro Property Owners' Alliance
390 7th Street
San Pedro, CA 90731

Dear Mrs. Parker,

SUBJECT: TRANSMITTAL OF TEMPORARY ENTRY AND USE PERMIT NO. 1613

Enclosed is an original executed copy of Temporary Entry and Use Permit (TEUP) No. 1613, which only grants temporary short-term access or right of entry to Port of Los Angeles property. Before occupying the property or commencing work on site, all other applicable City of Los Angeles, County, State, or Federal permits or licenses (i.e. Harbor Engineer Permit, Fire, Business License, County Health Permit, State Seller's Permit, Alcohol Beverage Control License/Permit, etc.) must be obtained.

This TEUP was approved and executed by the Deputy Executive Director on September 22, 2016.

Should you have any questions regarding this matter, please contact Meagan Sestich of this office at (310) 732-3477.

Sincerely,

MICHAEL J. GALVIN
Director of Waterfront & Commercial

MG:MS:fo
G/TEUP/Cover Ltr TEUP 1613

cc: Risk Management /Kathy Merkovsky; Marie Gutierrez
Engineering/John Ibrahim; Susan Garcia; Eunice Lee; D. Walsh; Kurt Arend
Port Police/Watch Commander; Ryan Howley
Environmental Management /Laura Masterson
Construction and Maintenance/Tim Clark
Construction/Shawn Shahrestani; James Davis
Wharfingers/Diane Boskovich
Public Relations/Theresa Adams-Lopez; Augie Bezmalinovich; Cecilia Moreno
Planning and Strategy/Development Permits
Media Relations/Rachel Campbell

**CITY OF LOS ANGELES HARBOR DEPARTMENT
PORT OF LOS ANGELES
TEMPORARY ENTRY AND USE PERMIT**

NO. 1613

The Executive Director of the Los Angeles Harbor Department ("Harbor Department"), on behalf of the City of Los Angeles ("City"), hereby grants a license to:

NAME: SAN PEDRO PROPERTY OWNERS' ALLIANCE dba SAN PEDRO HISTORIC WATERFRONT DISTRICT

**ADDRESS: 390 7th STREET
SAN PEDRO, CA 90731**

CONTACT PERSON: LORANA PARKER

TELEPHONE NUMBER: 310-832-2183

(hereinafter called "Licensee") to occupy and use the property (hereinafter called "Premises") within the Harbor District described as the parking lot at Liberty Hill Plaza on 5th Street and Palos Verdes Street, as depicted on Exhibit A, subject to the terms and conditions contained in this permit.

1. **USE:** The Premises shall be used for registration and staging area for cars and vehicles that will be part of the LA Hot Import Nights event to occur in downtown San Pedro. Licensee shall set up a pop-up tent, tables, and chairs. No other use shall be permitted without the prior written consent of the Executive Director.
2. **TERM:** Licensee may use the Premises pursuant to this permit commencing September 24, 2016 at 9:00 AM and terminating on September 24, 2016 at 11:00 PM.
3. **COMPENSATION:** For using the Premises pursuant to this permit:

(a) Licensee shall pay _____ percent (_____ %) of gross receipts currently estimated at _____ (\$00.00) the rate of _____ as compensation for the use of the Premises. At the conclusion of the event, Licensee's gross receipts will be audited and the compensation due shall be calculated based on the agreed upon percentage of the gross receipts, or _____ Dollars (\$250.00) per day, whichever is greater. Licensee shall further pay _____ Dollars (\$00.00) as a refundable restoration and breakage deposit to the Harbor Department; or

(b) Licensee shall pay Two Hundred Fifty Dollars (\$250.00) to the Harbor Department as compensation for the use of the Premises under the terms of this permit.

4. **ADDENDA:** Paragraph 3(a) is deleted and is not to be considered as constituting a part of this permit, and it is so marked.
5. **CANCELLATION:** Licensee understands and agrees that in consideration of the minimal charge for the permissive use of the Premises described in this permit, Licensee has the interest only of a licensee and has no other interest in the Premises. Licensee understands and agrees that the City reserves the unqualified and unconditional right at any time without prior notice to Licensee to withdraw the Premises from Licensee's use provided the City refunds to Licensee any charges previously collected for the number of days Licensee has actually been prevented from using the Premises. Licensee understands and agrees that notwithstanding any expenditures it may have made in preparation for its use of the Premises, such withdrawal from use by the City and its Harbor Department does not entitle it or any other person to any damages.
6. **SUITABILITY:** Licensee has inspected the Premises and agrees that they are suitable for the uses permitted herein. Licensee agrees that no officer or employee of City has made any representation of warranty with respect to the Premises, except as described in writing and contained herein or attached hereto as an addendum.
7. **AGENCY REQUIREMENTS:** Any equipment required by the Fire Department, Department of Building and Safety, South Coast Air Quality Management District, Regional Water Quality Control Board, U.S. Coast Guard, Environmental Protection Agency, or any other agency in connection with Licensee's use of the Premises pursuant to this permit shall be constructed, installed, or removed at Licensee's sole expense.
8. **SANITATION:** Licensee shall at all times maintain the Premises in a safe, sanitary, and sightly condition under all applicable laws and regulations, and to the satisfaction of Executive Director. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted by Licensee to be or remain, and Licensee shall prevent any such material or matter from being or accumulating upon said Premises.
9. **INSPECTION:** Subject to Licensee's security requirements, Executive Director and/or his representatives shall have the right to enter upon the Premises at all reasonable times for the purpose of determining compliance with the terms and conditions of this permit or for any other purpose incidental to the rights of City. This right of inspection imposes no obligation upon City to make inspections nor liability for failure to make such inspections. By reserving the right of inspection, City assumes no responsibility or liability for loss or damages to the property of Licensee or property under the control of Licensee, whether caused by fire, water, or other causes.
10. **REMOVAL OF PROPERTY:** Upon the termination of this permit, Licensee shall quit and surrender occupancy of the Premises to City and shall, without cost to

City, remove any and all its property, and restore the Premises to the same or as good condition, ordinary wear and tear and damage from casualty excepted, as the same were in at the time of the first occupancy thereof by Licensee.

11. **TIDELANDS ACT:** This permit is subject to the limitations, conditions, restrictions and reservations of the Tidelands Act, Stats. 1929, Ch. 651, as amended, and the Charter of City relating to such lands, including particularly Article VI. Licensee agrees to use the Premises only in any such manner as will be consistent therewith.
12. **NO CONSTRUCTION:** Licensee shall not construct on or alter the Premises, including a change in the grade.
13. **INDEMNIFICATION:** Except as may arise from the sole negligence or willful misconduct of City, Licensee shall at all times relieve, indemnify, protect and save harmless City and any and all of its boards, officers, agents, and employees from any and all claims and demands, actions, proceedings, losses, liens, costs, and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), for death of or injury to persons, or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties that may arise from or be caused directly or indirectly by:
 - (a) Any dangerous, hazardous, unsafe or defective condition of, in or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Licensee, its officers, agents, employees, sublessees, licensees, or invitees;
 - (b) Any operation conducted upon or any use or occupation of the Premises by Licensee, its officers, agents, employees, sublessees, licensees, or invitees under or pursuant to the provisions of this permit or otherwise;
 - (c) Any act, error, omission, willful misconduct, or negligence of Licensee, its officers, agents, employees, sublessees, licensees, or invitees, regardless of whether any act, omission, or negligence of City, its officers, agents, or employees contributed thereto;
 - (d) Any failure of Licensee, its officers, agents, or employees to comply with any of the terms or conditions of this permit or any applicable federal, state, regional, or municipal law, ordinance, rule, or regulation; or
 - (e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in subsections (a) through (d) above, existing or conducted upon or arising from the use or occupation by Licensee or its invitees on any other Premises within the "Harbor District," as defined in City's Charter.

Licensee also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department, including but not limited to damage to or

loss of City property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions, or negligence referred to in subdivisions (a), (b), (c), (d) and (e) above. The term "persons" as used in herein shall include, but not be limited to, officers and employees of Licensee.

14. **INSURANCE:** Licensee shall procure and maintain at its expense and keep in force at all times during the term of this permit commercial general liability insurance, including contractual liability, auto liability, and property damage insurance written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Licensee's normal limits of liability, but not less than One Million Dollars (\$1,000,000) for injury or death to one person and One Million Dollars (\$1,000,000) for injury or death to more than one person arising out of each accident or occurrence and One Million Dollars (\$1,000,000) for property damage for each accident or occurrence. Said limits shall provide first dollar coverage and the insurance provided shall provide that any other insurance maintained by the Department shall be excess of Licensee's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Where Licensee operates watercraft, liability coverage for such craft must be provided as above. Where Licensee provides or dispenses alcoholic beverages, coverage shall be provided as above.

The submitted policy shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents, and employees, are additional insureds hereunder, and that coverage is provided for all operations, uses, occupations, acts, and activities of the insured under Temporary Entry and Use Permit No. 1613, and under any amendments, modifications, extensions, or renewals of said permit regardless of whether such operations, uses, occupations, acts, and activities occur on the Premises or elsewhere within the Harbor District;

The policy to which this endorsement is attached shall provide a ten (10) days' prior written notice of cancellation for nonpayment of premium, and a thirty (30) days' prior written notice of cancellation for any other reasons to the Harbor Department's Risk Manager;

The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

If the Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

In the event of one of the named insureds incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

Licensee shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Licensee shall comply with such provisions before commencing the performance of the tasks under this permit. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Licensee shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such worker's compensation and occupational disease requirements shall include coverage for all employees of Licensee, and for all employees of any subcontractor or other vendor retained by Licensee.

Acceptable evidence and approval of insurance requires electronic submission of Licensee's insurance documents. Track4LA[®] is City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA[®] include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Licensee's insurance broker or agent shall obtain access to Track4LA[®] at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Licensee's behalf.

Licensee may also meet the insurance requirements of this Paragraph 14 by providing City a statement of self-insurance acceptable to the Executive Director at his sole discretion.

15. **SIGNS:** Licensee shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first obtaining the written consent of Executive Director. Licensee shall post, erect and maintain on the Premises such signs as Executive Director may direct.
16. **COMPLIANCE WITH LAWS:** Licensee shall comply with all applicable laws, ordinances, and regulations. In addition, Licensee shall comply immediately with any and all directives issued by Executive Director or his authorized representative under authority of any such law, ordinance, or regulation. This permit shall be construed in accordance with California law.
17. **UTILITIES:** Unless otherwise provided for herein, Licensee shall pay all charges for services furnished to the Premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light, and janitorial services, and pay all deposits, connection fees, charges, and meter rentals required by the supplier of any such service, including City.
18. **CONFLICT OF INTEREST:** It is understood and agreed that the parties to this permit have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this permit. Notwithstanding any other provision of this permit, it is further understood and agreed that if such a financial interest does exist, Executive Director may immediately terminate this permit by giving Licensee written notice thereof.
19. **BUSINESS TAX REGISTRATION CERTIFICATION:** Licensee represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). Licensee will provide the Harbor Department evidence that said Certificate has been obtained. Licensee shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.
20. **AFFIRMATIVE ACTION:** Licensee agrees not to discriminate in its employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, or physical handicap. All subcontracts awarded under or pursuant to this permit shall contain this provision.

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The undersigned Licensee hereby accepts the foregoing permit and agrees to abide and be bound by and to observe each and every of the terms and conditions thereof, including those set forth in the addendum, if any, and excluding those marked as being deleted.

CITY OF LOS ANGELES
HARBOR DEPARTMENT

Dated: 9/22/16

By Michael D. Bernabe
for EUGENE D. SEROKA
Executive Director

SAN PEDRO PROPERTY OWNERS'
ALLIANCE dba SAN PEDRO HISTORIC
WATERFRONT DISTRICT

Dated: 9/21/16

By Lorena Parker
Signature
Type/print name: Lorena Parker
Type/print title: EXECUTIVE DIRECTOR

APPROVED AS TO FORM

September 22, 2016
MICHAEL N. FEUER
City Attorney

By: Janet Karkanen
Janet Karkanen, Assistant/Deputy

Exhibit A – Liberty Hill Plaza Parking Lot

